

## **TEMPORARY LICENSE AND USE AGREEMENT**

THIS TEMPORARY LICENSE AND USE AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between THE COMMISSIONERS OF ST. MICHAELS, a Maryland municipal corporation with its principal office at 300 Mill Street, St. Michaels, Maryland 21663 (the "Town"), and the BOY SCOUTS OF AMERICA, a nonstock, nonprofit corporation organized under the laws of \_\_\_\_\_, with its principal office at \_\_\_\_\_ ("Licensee").

### **RECITALS**

WHEREAS, the Town is the owner of the premises located at 407 St. Mary's Square, St. Michaels, Maryland 21663 (the "Property"); and

WHEREAS, Licensee is desirous of using the Property for the purpose of holding weekly organizational meetings each Monday (the "Licensed Use"); and

WHEREAS, the Town is desirous of granting to Licensee a limited, non-exclusive conditional license to use the Property for the Licensed Use, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the representations and agreements contained herein, and other good and valuable consideration paid by Licensee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### **SECTION 1. Grant of License**

Authority grants to Licensee a limited, non-exclusive, conditional license (the "License") to utilize the Property for the Licensed Use in accordance with the terms and conditions of this Agreement. The Property is made available to Licensee in its "as is" condition, which Licensee accepts at its own risk. Licensee stipulates, warrants, and represents that it has inspected the same and is satisfied with its condition. No representations or warranties of any sort are made by the Town in connection with the Property or respecting lighting, electrical power, maintenance, or other services in connection with the Property.

#### **SECTION 2. Effective Date and Duration.**

The term of the License granted under this Agreement (the "Term") shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, unless earlier terminated by the Town for default pursuant to Section 11 herein.

#### **SECTION 3. Applicability of License.**

The License granted under this Agreement applies to Licensee and to Licensee's agents, servants, employees, representatives, and invitees (collectively, "Licensee's Designees") so long as the conditions of this Agreement are met with respect to such persons entering the Property. It is understood and agreed that the License granted hereunder does not convey a real property

interest in any portion of the Property.

#### SECTION 4. License Fee; Security Deposit.

Upon the execution of this Agreement, Licensee shall be required to deposit \_\_\_\_\_ Dollars (\$\_\_\_\_.00) with the Town as a License Fee, as well as a non-refundable security deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) to cover the costs of any maintenance or repairs to the Property as a result of the Licensed Use.

#### SECTION 5. Use of the Property.

(a) Licensee may utilize the Property for the sole and exclusive purpose of the Licensed Use.

(b) Licensee shall not alter the Property nor place or erect any improvements or other additions thereon.

(c) Licensee shall, at its sole cost and expense, obtain all necessary permits and licenses required for the Licensed Use.

(d) No security or security services are provided by the Town for the Licensed Use. Should Licensee wish to provide security or security services for the Licensed Use, Licensee shall first consult with and obtain prior written approval from the Town. Any such approval granted by the Town shall not constitute responsibility of any kind by the Town for security of persons or property with respect to the Property or the Licensed Use under this Agreement.

(e) Following each Licensed Use of the Property, Licensee shall, at its sole cost and expense, leave the same in a clean, orderly, and sanitary condition.

(f) Licensee, for itself and Licensee's Designees, covenants and agrees that it will comply with all conditions and provisions of this Agreement and with all applicable laws, ordinances, and regulations. Licensee shall not permit conduct on the Property that violates this Agreement or any federal, State, or local law or regulation, or which creates a public nuisance. Licensee shall not do, nor permit, anything to be done on the Property, nor bring or deposit anything thereon, which will, in any way, increase the rate of fire or other insurance on the Property, obstruct or interfere with the rights of the Town, or subject the Town to any liability for injury or damage to persons or property.

#### SECTION 6. Indemnification.

Licensee, for itself and for Licensee's Designees, shall indemnify and hold harmless the Town from and against any and all liabilities, judgments, settlements, losses, costs, or charges (including attorney's fees) incurred by the Town or any of its officials, agents, servants, or employees as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss, or property damage caused by, arising out of, related to, or associated

with the use of the Property by Licensee or Licensee's Designees. It is agreed by the parties that Licensee shall have no obligation to indemnify the Town with respect to any claims resulting from, arising out of, or caused by negligence on the part of the Town or any of its officials, agents, servants, or employees. This Section shall survive termination of this Agreement.

#### SECTION 7. Right of Entry.

The Town and its officials, agents, servants, and employees may enter the Property at reasonable times for the purposes of inspection, maintenance, repair, or erecting or constructing any renovations, alterations, improvements, or additions thereon. The Town shall assume sole responsibility for any such renovations, alterations, improvements, or additions so erected or constructed, except where any repairs thereto are made necessary as a result of negligence of Licensee or Licensee's Designees.

#### SECTION 8. Expenses.

(a) The Town shall be responsible for all applicable utility charges in connection with the Property.

(b) Licensee shall pay the Town for any and all loss or damage to the Property or loss of use thereof directly caused by, arising out of, relating to, or associated with the use of the Property by Licensee or by Licensee's Designees.

(c) Licensee shall be responsible for any expenses incurred by the Town to correct non-compliance with the provisions of this Agreement.

(d) Payment of all expenses under this Agreement shall be due ten (10) days after notice thereof.

#### SECTION 9. Insurance.

Licensee shall provide, pay for, and maintain insurance as a precondition to Licensee's use of the Property. Such insurance shall be in a form and with companies and coverage satisfactory to the Town. Upon the effective date of this Agreement, Licensee shall deliver the policies, copies of all policies, or certificates of insurance to the Town confirming the insurance coverage is in full force and effect. The insurance policies shall be endorsed to include the Town as an additional insured and shall provide that the Town will receive prior written notice of any cancellation or material change in such insurance policies.

#### SECTION 10. Default.

If Licensee fails to comply with any of the material provisions of this Agreement or materially fails to comply with any duty imposed on Licensee by any applicable law, rule, or regulation, the Town may immediately terminate this Agreement upon delivery of written notice indicating such intent.

SECTION 11. Limitation of Right of Recovery Against the Town.

Licensee acknowledges and agrees that nothing contained herein shall be deemed to constitute a waiver of any immunity that the Town or any other governmental or quasi-governmental authority, or any of their officials, agents, servants, or employees, may enjoy.

SECTION 12. Assignment

Licensee shall not assign, sublet, transfer, pledge, or otherwise dispose of the limited rights granted to it under this Agreement.

SECTION 13. Waiver of Jury Trial

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other in any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the parties, Licensee's use of the Property, and/or any claim of injury or damage.

SECTION 14. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and it shall not be amended, altered, or changed except by written agreement signed by the parties.

(b) Notice. All notices and communications under this Agreement shall be in writing and shall be deemed given when sent by mail, postage prepaid, or by hand delivery, to the addresses set forth below:

If intended for the Town:

The Commissioners of St. Michaels  
Attn: Jean R. Weisman, Town Clerk/Manager  
300 Mill Street  
P.O. Box 206  
St. Michaels, Maryland 21663

If intended for Licensee:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Governing Law. This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Maryland.

(d) Severability. If any provision in this Agreement or the application thereof cannot be enforced to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any term or provision of this Agreement shall not affect or limit the validity, legality, or enforceability of any other term or provision hereof.

(e) Non-Waiver. No indulgence, waiver, election, or non-election by the Town under this Agreement shall affect Licensee's duties and liabilities hereunder.

Witness the following signatures and seals as of the date first written above.

ATTEST:

THE COMMISSIONERS OF ST. MICHAELS,  
a Maryland municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Michael E. Bibb, President

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)